

1 Zorik Mooradian, Esq., CSB No. 136636
2 zorik@mooradianlaw.com
3 Haik Hacopian, Esq., CSB No. 282361
4 haik@mooradianlaw.com
5 MOORADIAN LAW, APC
6 24007 Ventura Blvd., Suite 210
7 Calabasas, CA 91302
8 Telephone: (818) 487-1998
9 Facsimile: (888) 783-1030

10 Attorneys for: Plaintiff MIRIAN MERINO, individually and on behalf of other
11 persons similarly situated and similarly aggrieved employees

12 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
13 **FOR THE COUNTY OF ORANGE – CIVIL COMPLEX CENTER**

14 MIRIAN MERINO, individually and on
15 behalf of other persons similarly situated and
16 similarly aggrieved employees,

17 Plaintiffs,

18 v.

19 COAST SIGN INCORPORATED, an active
20 California Corporation; and DOES 1 through
21 10,

22 Defendants.

**Case No.: 30-2023-01305781-CU-OE-
CXC**

Assigned to: Hon. Peter Wilson
Department: CX-101
Complaint Filed: February 3, 2023

**FIRST AMENDED COMPLAINT –
CLASS AND REPRESENTATIVE
ACTION**

1. Failure to Provide Meal Periods;
2. Failure to Provide Paid Rest Periods;
3. Failure to Pay Wages;
4. Failure to Timely Pay Wages at Termination/Separation;
5. Failure to Provide Compliant Itemized Wage Statements; and
6. Violation of Unfair Business Practices Act – Bus. & Prof. Code §§ 17200, *et seq.*; and
7. Penalties Pursuant to Private

Plaintiff MIRIAN MERINO ("Plaintiff"), on behalf of herself and all others similarly situated, based on information and belief, complains and alleges:

I.

INTRODUCTION

1. This class and representative action lawsuit arises out of the failure of Defendant COAST SIGN INCORPORATED, (referred to herein collectively with DOE defendants as "Defendants") to provide meal periods at the proper intervals, to provide rest periods at the proper intervals, to pay all wages owed including overtime and double time, to timely pay wages after the close of each payroll period, to provide accurate and legally compliant wage statements, and to pay all wages owed to terminated or separated employees in a timely manner.
2. Defendants employed Plaintiff and other employees during the applicable time period, utilizing consistent policies and procedures in violation of Labor Code §200, et seq., Labor Code §500, et seq., Labor Code §1194, et seq., and the applicable Wage Orders issued by the California Industrial Welfare Commission.
3. Defendants are engaged in the business of sign manufacturing and installation. Plaintiff was hired by Defendants on or about December 23, 2017 until Plaintiff's termination on or about February 24, 2022. At all times during her employment, Plaintiff had a non-exempt classification. Plaintiff was working at Defendants' facility located at 1500 West Embassy Street in Anaheim, California 92802.
4. At the time of her termination, Plaintiff was not paid all her wages.

- 1 5. Plaintiff was also deprived of lawful meal and rest periods, not paid all wages
2 including overtime she was entitled to, and failed to receive accurate and
3 legally compliant itemized wage statements.
- 4 6. Defendants had a consistent policy of not properly calculating, rounding,
5 and/or not paying wages for all hours worked, including overtime wages as
6 applicable. Defendants had a consistent policy of failing to timely pay wages
7 owed after the close of each payroll period.
- 8 7. Defendants had a consistent policy of requiring their employees, including
9 Plaintiff, to work through meal periods or work without a meal period for at
10 least five (5) hours of a shift and failing to pay such employees one (1) hour of
11 pay at the employees' regular rate of compensation for each workday that the
12 meal period was not provided or as required by California state wage and hour
13 laws.
- 14 8. Defendants had a consistent policy of failing to allow their employees,
15 including Plaintiff, rest periods for at least ten (10) minutes per four (4) hours,
16 or a major fraction, worked, and failing to pay such employees one (1) hour of
17 pay at their regular rate of compensation for each workday that the rest period
18 is not provided, or other compensation, as required by California state and
19 wage and hour laws.
- 20 9. Defendants knowingly provided inaccurate wage statements to their
21 employees, including Plaintiff, that did not correctly include the correct wages,
22 including compensation for meal periods not provided and rest period not
23 authorized or permitted as required by California state wage and hour laws.
- 24 10. Defendants had a consistent policy of failing to pay their employees, including
25 Plaintiff, all wages due at the termination or separation, in violation of
26 California state wage and hour laws.
- 27 11. Plaintiff, on behalf of herself and all Class Members, brings this action
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pursuant to Lab. Code §§ 201, 202, 203, 204, 210, 226, 226.7, 510, 512, 1194, and 1194.2 seeking unpaid wages, penalties, equitable relief, and reasonable attorneys' fees and costs.

12. Plaintiff, on behalf of herself and the putative class members, also brings this action pursuant to Bus. & Prof. Code §§ 17200, *et seq.*, seeking injunctive relief, restitution, and disgorgement of all benefits obtained by Defendants as a result of Labor Code and applicable Wage Order violations.

13. Plaintiff, on behalf of the State of California, herself, and other similarly aggrieved employees, also brings this action pursuant to California Private Attorney General Act ("PAGA"), Cal. Lab. Code §2698, *et seq.* seeking unpaid wages and other compensation, penalties, and reasonable attorneys' fees and costs.

II.

JURISDICTION AND VENUE

14. Venue as to each defendant is proper in this judicial district, pursuant to Code of Civil Procedure § 395. The County of Orange is the proper venue, because work for Defendants was performed by Plaintiff and other class members in the County of Orange and the legal obligations owed by Defendants to Plaintiff and other class members were breached in the County of Orange.

15. The California Superior Court has jurisdiction in this matter, because Plaintiff is a resident of California, Defendants are qualified to do business in California, and regularly conduct business in California.

III.

THE PARTIES

16. Plaintiff MIRIAN MERINO is a resident of the State of California, and was employed by Defendants in Orange County from on or about December 23, 2017 through on or about February 24, 2022.

1 17. Defendant COAST SIGN INCORPORATED was an active California
2 Corporation at all times during the claims of Plaintiff and the putative class,
3 was doing business in California, and was headquartered in California.

4 18. Plaintiff is ignorant of the true names, capacities, relationships and extent of
5 participation in the conduct herein alleged, of the Defendants sued herein as
6 Does 1 through 10, but she is informed and believes and thereon alleges that
7 said Defendants are legally responsible for the wrongful conduct alleged herein
8 and therefore sues these Defendants by such fictitious names under Code of
9 Civil Procedure § 474. Plaintiff will amend this First Amended Complaint to
10 allege their true names and capacities when ascertained.

11 19. Plaintiff is informed and believes and thereon alleges that each Defendant acted
12 in all respects pertinent to this action as the agent of the other Defendants
13 carried out a joint scheme, business plan or policy in all respects pertinent
14 hereto, and the acts of each Defendant are legally attributable to the other
15 Defendants.

16 IV.

17 GENERAL ALLEGATIONS

18 20. At all times relevant here and as set forth in the following paragraphs of this
19 First Amended Complaint, Defendants employed more than 100 people; and
20 Plaintiff and each member of the putative class was employed by Defendants,
21 and each of them, in the State of California.

22 21. The employees of Defendants have not been provided: uninterrupted thirty-
23 minute meal periods for work periods of more than five (5) hours per day;
24 second uninterrupted thirty-minute meal periods for work periods of more
25 than ten (10) hours per day; and have not been permitted to take ten-minute
26 (10) rest periods for work periods of four (4) hours or major fractions, pursuant
27 to the Labor Code, and applicable IWC Wage Orders.
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- 1 22. Defendants failed to properly compute and pay employees wages owed for all
2 hours worked, including overtime hours as applicable. Defendants to timely
3 pay wages after the close of each payroll period.
- 4 23. Defendants failed to pay Plaintiff and the members of her putative class upon
5 separation the wages earned and unpaid at the time of discharge.
- 6 24. Defendants failed to provide Plaintiff and the putative members of her class, at
7 the time of each payment of wages, an accurate itemized statement in writing,
8 showing the gross wages earned, including premium wages owed for failing to
9 provide meal and/or rest periods at the proper intervals.
- 10 25. Plaintiff asserts claims for relief on behalf of herself and other similarly situated
11 persons as a class action pursuant to Code of Civil Procedure § 382. Plaintiff
12 and all members of her putative class are described below with specificity and
13 fall in several categories of subclasses whose rights have been violated under
14 the law. Defendants have made no effort as of the filing of this First Amended
15 Complaint to correct or remedy the violations of law specified here.

16 **V.**

17 **CLASS ACTION ALLEGATIONS**

- 18 26. Plaintiff brings this action on behalf of herself and all other employees of
19 Defendants who are similarly-situated persons as a class action pursuant to
20 California Code of Civil Procedure § 382. There is a well-defined common
21 interest by and among Plaintiff and the putative class members, and it is
22 impractical to bring all those individuals before the court under separate,
23 different and repetitive actions. Plaintiff also reserves the right to amend or
24 modify the class descriptions set forth below in greater specificity or clarity if
25 required in the future in accordance with California Rules of Court, rule 3.765
26 (b). The class which Plaintiff seeks to represent is composed of and defined as
27 follows:
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1 “Plaintiff Class” – All of Defendants’ current and former non-exempt
2 employees who worked for Defendants in California, during the four
3 years before the filing of the Complaint through the time of class
4 certification.

5 27. Plaintiff seeks to certify the following subclasses of employees:

- 6 a) “Meal Period Subclass” – All members of Plaintiff Class who worked
7 each period exceeding five (5) hours without an uninterrupted, off
8 duty, thirty (30) minute meal period and/or periods in excess of ten (10)
9 hours without a second uninterrupted, off duty, thirty (30) minute
10 meal periods; and were not provided compensation of one hour’s pay
11 at the employee’s regular rate for each day that a meal period was not
12 provided.
- 13 b) “Rest Period Subclass” – All members of Plaintiff Class who worked
14 periods of four (4) hours or major fraction thereof without a duty free
15 rest period of at least 10-minutes and who were not compensated one
16 hour’s pay at the employee’s regular rate for each day that a rest period
17 was not permitted.
- 18 c) “Unpaid Wage Subclass” – All members of Plaintiff Class who were
19 not paid their minimum/actual wages, including the time that was
20 unlawfully considered by Defendants as off-the-clock, as well as
21 overtime wages for hours worked in excess of eight hours per day at
22 the one and a half rate or at a double time rate as applicable.
- 23 d) “Late Wages Subclass” – All members of Plaintiff Class who did not
24 timely receive earned wages after the close of designated payroll
25 periods.
- 26 e) “Waiting Time Subclass” – All members of Plaintiff Class to whom
27 Defendants failed to pay all wages due to them upon termination or
28 resignation under Labor Code §§ 201-203.

1 f) "Wage Statement Subclass" – All members of Plaintiff Class to whom
2 Defendants improperly failed to provide accurate and legally
3 compliant itemized wage statements under Labor Code §§ 226.

4 g) "UCL Subclass" – All members of the Meal Period, Rest Period,
5 Unpaid Wage, Late Wages, Waiting Time, and Wage Statement
6 Subclasses who were subject to unlawful, illegal, unfair and/or
7 deceptive business acts and practices by Defendants and are entitled to
8 disgorgement and restitution of unpaid wages.

9 28. There is a well-defined community of interest among many persons who
10 comprise a readily ascertainable class:

11 a) Numerosity - The potential members of the Class and Subclasses as
12 defined here are so numerous that the individual joinder of all of them as
13 named plaintiffs is impracticable. The number of members of the Class
14 and Subclasses is unknown to Plaintiff. It is however estimated that the
15 members are more than 100 individuals, and their identities may readily
16 be ascertained from Defendants' records.

17 b) Typicality – The claims of Plaintiff are typical of the claims of all
18 members of the Class and Subclasses, who sustained similar damages
19 arising out of Defendants' common course of conduct in violation of law
20 as alleged.

21 c) Ascertainable Class – The proposed Class and Subclasses are
22 ascertainable as the members can readily be identified and located based
23 on the Defendants' payroll and personnel records.

24 d) Adequacy – Plaintiff is an adequate representative of the Class and
25 Subclasses: Plaintiff will fairly protect the interests of the members, she
26 has no interest adverse to the members, and she will vigorously pursue
27 this lawsuit on behalf of all the members of the Class and Subclasses.

1 Plaintiff's attorneys are competent, skilled and experienced in litigating
2 large employment law class actions.

- 3 e) Superiority - Class action treatment will allow a large number of
4 similarly situated persons to prosecute their common claims in a single
5 forum simultaneously, efficiently, and without the unnecessary
6 duplication of effort and expense that numerous individual actions
7 would require. Further, the monetary amounts due to many individual
8 members of the Class and Subclasses are likely to be relatively small, and
9 the burden and expense of individual litigation would make it difficult
10 or impossible for the members to seek and obtain relief. A class action
11 will serve an important public interest by permitting employees harmed
12 by Defendants' unlawful practices to effectively pursue recovery of the
13 sums owed to them.
- 14 f) Common Questions of Law and Fact – There are common questions of
15 law and fact as to the members of the Class and Subclasses which are
16 superior to questions affecting only individual members of the Class and
17 Subclasses. The common questions of law and fact may be summarized
18 as follows and if necessary will be refined with the progress of formal
19 discovery in the case:
- 20 g) Whether Defendants failed to provide members of Plaintiff Class who
21 ceased employment with Defendants all wages owed at the time of the
22 cessation of the employee-employer relationship?
- 23 h) Whether Defendants violated California law and applicable Wage
24 Orders by failing to provide Plaintiff Class members with paid ten-
25 minute (10) rest periods for each four hours worked?
- 26 i) Whether the remedy for an employer's failure to provide rest breaks as
27 required by law is a premium wage for hardship of missing a lawful rest
28 break?

- 1 j) Whether Defendants violated California law and applicable Wage
2 Orders by failing to provide Plaintiff Class members with an off-duty
3 thirty minute (30) meal period for more than five hours of work?
- 4 k) Whether Defendants violated California law and applicable Wage
5 Orders by failing to provide members of Plaintiff Class with a second
6 meal period?
- 7 l) Whether the remedy for an employer's failure to provide meal period as
8 required by law is a premium wage for hardship of missing a lawful
9 meal period?
- 10 m) Whether Defendants violated California law, including the applicable
11 wage orders by failing to properly compensate Plaintiff Class members
12 for all hours worked, including overtime hours as applicable?
- 13 n) Whether Defendants violated California law by their failure to timely
14 pay owed wages to employees within seven (7) days after the close of
15 each payroll period?
- 16 o) Whether Plaintiff Class is entitled to waiting time penalties under Labor
17 Code § 203?
- 18 p) Whether Defendants violated California law by their failure to provide
19 Plaintiff Class with accurate and legally compliant itemized wage
20 statements?
- 21 q) Whether Defendants violated Business and Professions Code §§ 17200 et.
22 seq., Labor Code §§ 201, 202, 203, 204, 210, 226, 226.7, 510, 512, 1194,
23 1194.2, and applicable Wage Orders which constitutes violations of the
24 public policy?
- 25 r) Whether Plaintiff Class is entitled to an equitable relief in accordance
26 with Business and Professions Code §§ 17200 et. seq.
- 27
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1 s) Whether Defendants' affirmative defenses, if any, raise common issues
2 of law and fact as to Plaintiff Class as a whole and/or Subclasses in
3 particular?

4 **VI.**

5 **FIRST CAUSE OF ACTION**

6 **FAILURE TO PROVIDE MEAL PERIODS OR**
7 **COMPENSATION IN LIEU THEREOF**

8 **(Labor Code §§ 226.7, 512)**

9 **(By Plaintiff and Meal Period Subclass against Defendants)**

10 29. Plaintiff incorporates paragraphs 1 through 28 of this First Amended Complaint
11 as if fully alleged herein.

12 30. By their failure to provide thirty minute (30) uninterrupted meal period as well
13 as second meal period, if applicable, to Plaintiff and members of the Meal
14 Period Subclass, Defendants willfully violated the provisions of Labor Code §§
15 226.7, 512 and applicable IWC Wage Orders.

16 31. As a result of Defendants' unlawful conduct, Plaintiff and other members of the
17 Subclass have suffered damages as articulated in the Prayer for Relief, set forth
18 below, and fully incorporated here as applicable.

19 **VII.**

20 **SECOND CAUSE OF ACTION**

21 **FAILURE TO PROVIDE REST PERIODS OR**
22 **COMPENSATION IN LIEU THEREOF**

23 **(Labor Code § 226.7)**

24 **(By Plaintiff and Rest Period Subclass against Defendants)**

25 32. Plaintiff incorporates paragraphs 1 through 28 of this First Amended Complaint
26 as if fully alleged herein.

27 33. By their failure to provide ten-minute (10) rest periods for every four (4) hours
28 of work or major fraction thereof per day to Plaintiff and Rest Period Subclass,
Defendants willfully violated Labor Code § 226.7 and applicable Wage Orders.

1 34. As a result of Defendants' unlawful conduct, Plaintiff and other members of the
2 Subclass have suffered damages as articulated in the Prayer for Relief, set forth
3 below, and fully incorporated here as applicable.

4 **VIII.**

5 **THIRD CAUSE OF ACTION**

6 **FAILURE TO PAY WAGES**

7 **(Labor Code §§ 204, 210, 510, 1194, 1194.2)**

8 **(By Plaintiff and the Unpaid Wage Subclass against Defendants)**

9 35. Plaintiff incorporates paragraphs 1 through 28 of this First Amended Complaint
10 as if fully alleged herein.

11 36. At all relevant times, Plaintiff and the other members of the Unpaid Wage Class
12 were employees of Defendants covered by Labor Code §§ 204, 210, 510, 1194,
13 1194.2 and applicable Wage Orders, and they were entitled to receive minimum
14 and overtime wages for all hours worked and liquidated damages equal to
15 unlawfully unpaid minimum wages with interest.

16 37. Defendants have violated California law and the specified provisions of the
17 Labor Code and applicable Wage Orders by their failure to pay all wages due in
18 accordance, including minimum wages, wrongfully classified off-the-clock
19 wages and overtime pay. Notably, any wages that were paid were not paid
20 within seven (7) days after the close of any applicable payroll period. As a
21 result of Defendants' unlawful conduct, Plaintiff and other members of the
22 Subclass have suffered damages as articulated in the Prayer for Relief, set forth
23 below, and fully incorporated here as applicable.

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IX.

FOURTH CAUSE OF ACTION

FAILURE TO PAY WAGES DUE AT TERMINATION

(Labor Code §§ 201, 202, 203)

(By Plaintiff and Waiting Time Subclass against Defendants)

38. Plaintiff incorporates paragraphs 1 through 28 of this First Amended Complaint as if fully alleged herein.

39. By their failure to timely pay Plaintiff and Waiting Time Subclass, Defendants willfully violated the provisions of Labor Code §§ 201, 202, 203 and applicable Wage Orders. Sec. 203 of Labor Code provides that if an employer willfully fails to timely pay such wages, the employer must, as penalty, continue to pay the employee's wages until the back wages are paid in full or an action is commenced.

40. As a result of Defendants' unlawful conduct, Plaintiff and other members of the Subclass have suffered damages as articulated in the Prayer for Relief, set forth below, and fully incorporated here as applicable.

X.

FIFTH CAUSE OF ACTION

FAILURE TO PROVIDE COMPLIANT ITEMIZED WAGE STATEMENTS

(Labor Code §226)

(By Plaintiff and Wage Statement Subclass against Defendants)

41. Plaintiff incorporates paragraphs 1 through 28 of this First Amended Complaint as if fully alleged herein.

42. By their failure to provide accurate itemized wage statements, semimonthly or at the time of each payment of wages, Defendants willfully violated the provisions of Labor Code §226 and applicable Wage Orders.

43. As a result of Defendants' unlawful conduct, Plaintiff and other members of the Subclass have suffered damages as articulated in the Prayer for Relief, set forth below, and fully incorporated here as applicable.

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XI.

SIXTH CAUSE OF ACTION
VIOLATION OF UNFAIR BUSINESS PRACTICES ACT
(Bus. & Prof. Code §§ 17200, *et seq.*)
(By Plaintiff, Plaintiff Class and All Subclasses against Defendants)

44. Plaintiff incorporates paragraphs 1 through 43 of this First Amended Complaint as if fully alleged herein.

45. The alleged unlawful conduct of Defendants constitutes unfair competition pursuant to Business and Professions Code §§ 17200 *et seq.*, and this cause of action is brought as a cumulative remedy under Bus. & Prof. Code § 17205 for the time period starting four (4) years before the filing of the Complaint.

46. As a result, Plaintiff and other members of Plaintiff Class and Subclasses have suffered injury in fact and lost money or property. Plaintiff and said members have been deprived of their rights as set forth in this First Amended Complaint, including, but not limited to, payment of minimum and/or actual wages for all hours worked.

47. Pursuant to Business and Professions Code § 17203, Plaintiff and other members of Plaintiff Class and Subclasses are entitled to restitution of all wages owed to them under the Labor Code, and interest thereon, in which they had a property interest, which Defendants failed to pay to them but withheld and retained for themselves. Restitution of the money owed to Plaintiff, Plaintiff Class and Subclasses is necessary to prevent Defendants from becoming unjustly enriched by their failure to comply with the Labor Code provisions.

48. Plaintiff and members of Plaintiff Class and Subclasses are entitled to recover reasonable attorney's fees in connection with their unfair competition claims pursuant to Code of Civil Procedure § 1021.5, the substantial benefit doctrine and/or the common fund doctrine.

49. Plaintiff requests the court to issue a preliminary and permanent injunction prohibiting defendants from committing the Labor Code and applicable Wage

1 Order violations set forth in this First Amended Complaint, and Plaintiff and
2 the members of Plaintiff Class and Subclasses have suffered further damages as
3 articulated in the Prayer for Relief, set forth below, also incorporated here fully
4 as applicable.

5 **XII.**

6 **SEVENTH CAUSE OF ACTION**
7 **VIOLATION OF CALIFORNIA'S PRIVATE ATTORNEY GENERAL ACT**
8 **(LABOR CODE § 2699 *et seq.*)**
9 **(By Plaintiff and Aggrieved Employees Against Defendants)**

10 50. Plaintiff incorporates paragraphs 1 through 49 of this First Amended Complaint
11 as if fully alleged herein.

12 51. Under the Private Attorney General Act, Labor Code §§ 2698-99 ("PAGA"),
13 private parties may recover civil penalties for violations of the California Labor
14 Code. PAGA penalties are in addition to any other relief available under the
15 Labor Code.

16 52. As set forth above, Defendants violated the California Labor Code by
17 consistently failing to employ Plaintiff and other similarly situated employees
18 in compliance with California law.

19 53. Plaintiff provided written notice by certified mail to Defendants on February 8,
20 2023, and electronic notice thereafter to the State Labor & Workforce
21 Development Agency ("LWDA"), of the legal claims and theories of this case.
22 To date, and after 65 days from the date of mailing of notice, the LWDA has not
23 notified Plaintiff that the LWDA intends to exercise jurisdiction over the claim
24 for civil penalties under the PAGA. Accordingly, Plaintiff exhausted
25 administrative remedies as required by Labor Code § 2699.3. Plaintiff's PAGA
26 claim was assigned case number LWDA-CM-934814-23 by the LWDA.
27 Appended hereto is a copy of the notice communicated by Plaintiff.
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1 54. Under the PAGA, Plaintiff and all other aggrieved employees are entitled to
2 recover the maximum civil penalties permitted by law from Defendants for the
3 violations of Labor Code alleged in this First Amended Complaint and the
4 notice communicated by Plaintiff.

5 55. Plaintiff and all other aggrieved employees are also entitled to recover their
6 attorneys' fees and costs under Labor Code § 2699.

7 **XIII.**

8 **PRAYER FOR RELIEF**

9 **WHEREFORE**, on behalf of herself and all others similarly situated, Plaintiff
10 prays for relief and judgment against Defendants as follows:

11 A. An order certifying that Plaintiff may pursue her claims as a class action
12 under Section 382 of the Code of Civil Procedure; and it is further requested that
13 Plaintiff Class and each Plaintiff Subclass be certified;

14 B. An order appointing Plaintiff as Class representative;

15 C. An order appointing Plaintiff's counsel as Class counsel;

16 D. Disgorgement of Defendants' wrongfully obtained profits and restitution
17 of unpaid wages under Business and Professions Code §§ 17203, 17204;

18 E. Damages for unpaid additional compensation for failing to provide
19 timely or uninterrupted or lawful meal periods and rest periods;

20 F. Damages for unpaid minimum wages under Labor Code § 1194;

21 G. Damages for unpaid overtime and double time wages to the extent
22 applicable;

23 H. Liquidated damages under Labor Code § 1194.2;

24 I. Statutory penalties under Labor Code § 210;

25 J. Statutory penalties under Labor Code § 226(e);

26 K. Damages for unpaid penalty wages under Labor Code § 203;

27 L. Reasonable attorney's fees and costs pursuant to statute, including, but
28 not limited to Labor Code § 218.5 and Code of Civ. Proc. § 1021.5;

1 M. Enjoinment of Defendants from further acts of unfair competition and
2 continuous violations of the Labor Code and applicable Wage Orders;

3 N. Civil penalties under Labor Code Section 2699 (75% payable to the
4 LWDA and 25% payable to aggrieved employees);

5 O. For costs of the suit incurred; and

6 P. For such other relief that the Court may deem just and proper, including
7 prejudgment interest and costs.

8
9 DATED: Apr. 17, 2023

MOORADIAN LAW, APC

10
11 By: 

12 Zorik Mooradian,

13 Haik Hacopian,

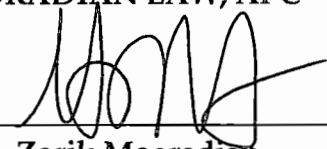
14 Attorneys for Plaintiff MIRIAN MERINO
15 individually and on behalf of other persons
16 similarly situated

17 **DEMAND FOR A JURY TRIAL**

18 Plaintiff MIRIAN MERINO hereby demands a jury trial in the above case.
19

20 DATED: Apr. 17, 2023

MOORADIAN LAW, APC

21
22 By: 

23 Zorik Mooradian,

24 Haik Hacopian,

25 Attorneys for Plaintiff MIRIAN MERINO
26 individually and on behalf of other persons
27 similarly situated
28

MOORADIAN LAW, APC
24007 Ventura Boulevard, Suite 210
Calabasas, California 91302
Mooradianlaw.com
Telephone 1-818-487-1998
Facsimile 1-888-783-1030

HAIK HACOPIAN

E-mail: haik@mooradianlaw.com

FEBRUARY 8, 2023

VIA USPS CERTIFIED MAIL

Coast Sign Incorporated
1500 W. Embassy St.
Anaheim, CA 92802
7019 0160 0000 9187 4670

Agent for Service of Process for
Coast Sign Incorporated
Afshan Alemi
22 Via Burrone
Newport Beach, CA 92657
7019 0160 0000 9187 4687

VIA ONLINE SUBMISSION

State of California
Labor & Workforce Development Agency
800 Capitol Mall, MIC-55
Sacramento, CA 95814
www.dir.ca.gov

Re: *California Wage & Hour Violations*
Coast Sign Incorporated

To Whom It May Concern:

This office represents Mirian Merino with respect to Private Attorneys General Act (“PAGA”) claims that she intends to pursue against Coast Sign Incorporated (“Coast Sign”) based upon its illegal wage and hour practices in the State of California as to its non-exempt employees. This letter constitutes the notice required by Labor Code Section 2699.3.

Facts

Coast Sign is engaged in the business of sign manufacturing and installation. Ms. Merino worked as a non-exempt hourly employee of Coast Sign. Coast Sign employs numerous non-exempt, hourly paid employees in California such as Ms. Merino. Unfortunately, Coast Sign has engaged in the following practices:

Failure to Pay Wages

Coast Sign failed to pay employees for all hours worked, including due to rounding, work off-the-clock, pre-shift health screenings, and on-duty meal breaks that were considered off-duty. Additionally, Employees also did not receive net 30-minute meal breaks on account of the clocking out and clocking process and time clock accessibility as well as work off-the-clock during meal periods.

The above practices resulted in the underpayment of wages to employees, including underpayment of overtime and double-time to the extent applicable.

Failure to Provide COVID-19 Supplemental Paid Sick Leave

Coast Sign, as a private employer with 26 or more employees, was required to provide COVID-19 Supplemental Paid Sick Leave to employees who were unable to work or telework due to various reasons including: being subject to a quarantine or isolation period related to COVID-19, being advised by a healthcare provider to quarantine due to COVID-19, experiencing COVID-19 symptoms and seeking a medical diagnosis, caring for a family member who was subject to quarantine or isolation due to COVID-19, or attending a vaccine appointment or unable to work due to vaccine-related side effects. Coast Sign, however, failed to provide employees such as Ms. Merino with supplemental paid sick leave.

Meal Breaks

Coast Sign engages in the practice of not allowing mandated meal breaks and not compensating employees at the Store for any missed, late, or short meal breaks. Employees did not receive premium pay for any missed, late, or short meal period. Notably, meal breaks were not at least a net thirty (30) minutes in duration on account of the clock in and out process and other factors.

Rest Breaks

Coast Sign engages in the practice of not allowing mandated rest breaks and not compensating employees for any missed, late, or short rest breaks. Employees did not receive premium pay for these missed rest breaks. Notably, rest breaks were not at least a net ten (10) minutes in duration on account of work interruptions and other factors.

Waiting Time and Unpaid Vacation Wages

At the time of an employee's separation (whether it be by termination or resignation) Coast Sign has failed to provide the employee with all monies owed, including meal break premiums,

rest break premiums, and unpaid wages for work performed, including overtime and double-time wages to the extent applicable.

Coast Sign maintained a separate vacation/PTO benefit for employees and vacation wages would be owed to the extent that any unpaid compensation was not factored into the accrual of the vacation benefit. Correspondingly, any vacation balance paid to an employee upon separation would not be full and complete.

Noncompliant Wage Statements

Coast Sign has adopted a custom and practice of failing to provide wage statements which reflect all hours worked during any pay period, whether or not employees received all wages entitled to, including meal and rest break premiums and sick leave.

Failure to Fully Reimburse Employee Expenses

Coast Sign required the use of tools and other implements by employees but never provided compensation for their purchase and use by employees.

Failure to Provide Suitable Seating

Coast Sign failed to provide employees with seats when they worked stationary job duties that permitted the use of seats.

Failure to Maintain Records

Coast Sign further failed to maintain Ms. Merino's and other aggrieved employees' payroll records showing the hours worked daily and the wages paid pursuant to Labor Code §1174.

Additional Penalties

Ms. Merino and all other similarly aggrieved employees intend to seek all available civil penalties for the violations described above.

Code Provisions Violated and Legal Theories

The specific provisions of the California Labor Code which Coast Sign has violated, and applicable legal theories which establish the violations, are as follows:

Labor Code Section 201: Coast Sign violated, and continues to violate, Labor Code Section 201 by failing to pay the employees it has discharged the complete and correct amount of all wages owing at the time of termination. The wages earned but not paid at termination include

uncompensated work time, including overtime and double-time as applicable, and premium wages for missed meal and rest breaks.

Labor Code Section 202: Coast Sign violated, and continues to violate, Labor Code Section 202 by failing to pay employees who quit the correct amount of all wages, within 72 hours of the termination. As already stated, the wages earned but not paid at termination include the above.

Labor Code Section 203: Coast Sign violated, and continues to violate, Labor Code Section 203 by failing to pay 30 days of continuing wages to employees owed wages (explained above) whose employment ended.

Labor Code Section 204: Coast Sign violated, and continues to violate, Labor Code Section 204 by failing to pay wages to employees for all hours worked as explained above.

Labor Code Section 226: Coast Sign violated, and continues to violate, Labor Code Section 226(a) by failing to provide employees with accurate and compliant itemized wage statements.

Labor Code Section 226.7: Coast Sign violated, and continues to violate, Labor Code Section 226.7 by failing to provide meal periods and/or rest periods that are in accordance and in compliance with the IWC's applicable wage order.

Labor Code Section 227.3: Coast Sign violated, and continues to violate, Labor Code Section 227.3 by failing to promptly pay all vested vacation or PTO benefits to employees upon their separation.

Labor Code Sections 246, 247, 248.2, and 248.6: Coast Sign violated, and continues to violate, Labor Code Sections 246, 247, 248.2, and 248.6 by failing to provide sick leave and COVID-19 Supplemental Paid Sick Leave to employees.

Labor Code Section 510: Coast Sign violated, and continues to violate, Labor Code Section 510 by failing to pay minimum wage or overtime compensation required by law including failing to calculate overtime and doubletime wages in accordance with employees' regular rate of pay.

Labor Code Section 512: Coast Sign violated, and continues to violate, Labor Code Section 512 by not providing employees with legally compliant meal periods.

Labor Code Sections 1174 and 1174.5: Coast Sign violated, and continues to violate, Labor Code Section 1174 by failing to maintain employees' payroll records showing the hours worked daily and the wages paid.

Labor Code Section 1194: Coast Sign violated, and continues to violate, Labor Code Section 1194 by failing to pay employees minimum wage and overtime compensation required by law.

Labor Code Sections 1197 and 1197.1: Coast Sign violated, and continues to violate, Labor Code Section 1197 by failing to pay employees a wage less than the minimum fixed by an applicable state or local law.

Labor Code Sections 1198 and 1199: Coast Sign violated, and continues to violate, Labor Code Sections 1198 and 1199 by failing to provide employees with suitable seating pursuant to Industrial Welfare Commission Wage Order 7-2001, sections 14(A) and (B).

Labor Code Section 2802: Coast Sign violated and continues to violate, Labor Code Section 2802 by failing to indemnify employees for all necessary expenditures or losses incurred by employees in direct consequence of the discharge of their duties.

Conclusion

Please inform us if you intend to investigate this matter. We look forward to prompt administrative action so that the identified unlawful practices can be rectified. In the absence of such action, we may file an appropriate action, pursuant to Labor Code Section 2698 *et seq.* Ms. Merino and all other similarly aggrieved employees intend to seek all penalties for the violations described above. Should you require any additional information, do not hesitate to contact the undersigned.

Very truly yours,

MOORADIAN LAW, APC

/s/ Haik Hacopian

HAIK HACOPIAN

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Haik Hacopian <haik.hacopian@gmail.com>

Thank you for submission of your PAGA Case.

LWDA DO NOT REPLY <lwdadonotreply@dir.ca.gov>
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Wed, Feb 8, 2023 at 5:13 PM

2/8/2023

LWDA Case No. LWDA-CM-934814-23
Law Firm : Mooradian Law, APC
Plaintiff Name : Mirian Merino
Employer: Coast Sign Incorporated
Filing Fee : \$75.00
IFP Claimed : No

Item submitted: Initial PAGA Notice

Thank you for your submission to the Labor and Workforce Development Agency. Please make a note of the LWDA Case No. above as you may need this number for future reference when filing any subsequent documents for this Case.

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: http://labor.ca.gov/Private_Attorneys_General_Act.htm